

MEMORANDUM

GOE

AGENDA ITEM NO. 2 (A)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed. D.
and Members, Board of County Commissioners

DATE: January 13, 2004

SUBJECT: Resolution Ratifying the
County Manager's Action
Executing Amendment
Number One to Agreement
Number G0010

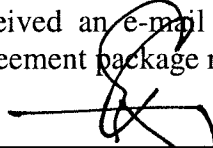
FROM: George M. Burgess
County Manager

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached resolution, which ratifies the County Manager's action in executing Amendment Number One to Agreement Number G0010 with the Florida Department of Environmental Protection. This Amendment provides for redistribution of funds originally granted to Miami-Dade County, under Resolution No. R-576-02, for the Coastal Impact Assistance Program Grant. This modification will provide for the inclusion of the reimbursement of the consultant's fee for this project in the amount not to exceed \$567,169 as well as adjustments to the Salaries and Fringe Benefits amounts.

BACKGROUND

On December 4, 2001, the State of Florida was awarded funding by the National Oceanic and Atmospheric Administration, a branch of the United States Department of Commerce, for the purpose of establishing and implementing a Coastal Impact Assistance Program. Pursuant to this federal grant, the State of Florida sought to provide the County with \$750,000 to develop computer models, which calculates flows and pollutant loads into the Snapper Creek (C-2) canal, the Cutler Drain (C-100) canal, and ultimately to Biscayne Bay. On June 2, 2002, the Board of County Commissioners approved a resolution authorizing the County Manager to execute an agreement between Miami-Dade County and the State of Florida; providing Miami Dade County with \$750,000 for the Coastal Impact Assistance Program with the District. This Amendment allows for the redistribution of the funds within the budget categories listed under this grant (see attachments). Originally, the engineering work was to be done by the Department of Environmental Resources and Management (DERM) "In-house" but due to time constraints imposed in December 2000, when the Board mandated that all Stormwater Master Plan Projects be completely in an expeditious manner (R-1320-00), the work was contracted to consultant engineering firms to complete. The overall Agreement's total amount of \$750,000 will remain unchanged. On October 9, 2003, DERM received an e-mail from the FDEP Grant Manager urging the County to have executed agreement package returned to FDEP within ten (10) days.


Assistant County Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: February 3, 2004

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor

Agenda Item No.

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION RATIFYING THE COUNTY MANAGER' S
ACTION IN EXECUTING AMENDMENT NUMBER ONE
TO AGREEMENT NUMBER G0010 WITH THE SOUTH
FLORIDA WATER MANAGEMENT DISTRICT FOR THE
CENTRAL MIAMI-DADE WATERSHED PLANNING
PROJECT

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the County Manager's action in executing Amendment Number One to Agreement G0010 with the Florida Department of Environmental Protection to provide for the inclusion of the reimbursements of the Consultant's fees for this project in the amount not to exceed \$ 567,169 as well as adjustments to the Salaries and Fringe Benefits amounts in substantially the form attached hereto and made a part hereof.

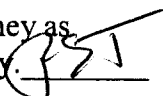
The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrian D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of February, 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. 

By: _____
Deputy Clerk

Contract G0010 Amendment No. 1

DATE: October 23, 2003

TO: Mr. Antonio Cotarelo, P.E., Chief
Water Management Division
Miami-Dade DERM

FROM: T. Michael Self, Southeast District

RE: G0010 Contract Amendment 1

Attached is your fully executed copy of G0010 Amendment No. 1. This amendment authorizes your requested budget reprogramming.

Call me at 561.681.6665 if there are any questions. Thank you.

RECEIVED
OCT 30 2003
Water Management Division
DERM

RECEIVED

NOV 06 2003

D.E.R.M.

Stormwater Planning & Design Section

RECEIVED

OCT 22 2003

DEPT OF ENV PROTECTION
WEST PALM BEACH

ATTACHMENT A-1 --REVISED WORK PLAN
COASTAL IMPACT ASSISTANCE PROGRAM GRANT

Project SFWMD003: Miami-Dade County Watershed Planning Project

Note: This project was approved under the South Florida Water Management District's submission to NOAA, but the District requested that DEP administer the Agreement with the local government.

Technical data for the basins has been collected in Phase 1, including ground surface and ground water elevations, existing stormwater management infrastructure, soil characteristics, water quality data, the ability of canals to convey stormwater and ground water table elevations. This data will be used to develop computer models, in phase II, which will calculate flows and pollutant loads to the Snapper Creek (C-2) and Cutler Drain (C-100) Canals and to Biscayne Bay. The models will also be used to analyze the timing and distribution of stormwater discharged through the watersheds and to Biscayne Bay. The model will be used to rank stormwater quality and flooding problem areas in the basins. A stormwater management plan will then be developed which identifies stormwater improvement projects which will reduce flooding or pollutant loading to downstream water bodies for critical sub-basins within the C-2 and C-100 surface water drainage.

Deliverables:

A stormwater management plan will be developed for the unincorporated portions of the C-2 and C-100 surface water drainage basins. The stormwater management plan will identify stormwater projects that will improve the quality, timing, and distribution of stormwater discharged to the basin Canals and to Biscayne Bay. Stormwater infrastructure improvements will be identified for both existing land use conditions and year 2015 land use conditions as identified in the County's Comprehensive Development Master Plan (CDMP).

Funds would be used for the following:

Salaries: \$96,135

Fringe Benefits: \$72,696

Equipment: \$4,000 (Operation and Maintenance for 1 vehicle)

Supplies: \$10,000 (Chemicals and Peripherals for sampling & quality control)

Other: \$567,169 (Consultant fee for Phase II stormwater computer modeling and refinement)

Total project cost is currently estimated at \$750,000.

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Budget Category	DEP Administered Project SFWMD003 (G0010)
Salaries	\$96,135.00
Fringe Benefits	\$72,696.00
Travel	\$0.00
Equipment	\$4,000
Supplies	\$10,000
Contractual Services	\$0.00
Construction	\$0.00
Land Acquisition	\$0.00
Other	\$567,169
Indirect Cost	\$0.00
Total	\$750,000

The Grantee is not authorized to move funding between budget categories or projects if the amount of the transfers exceed 10% of the total cost of the project. A formal amendment to this Agreement must be executed prior to the shifting of any funding that exceed 10% of total project cost, between budget categories or projects. Budget transfers to infrastructure categories are **not allowed**. For definitions of infrastructure and non-infrastructure access the following website:
<http://www.ocrm.nos.noaa.gov/pdf/ciapguidance1001fml.pdf>

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DEP AGREEMENT NO. G0010
AMENDMENT NO. 1

THIS AGREEMENT as entered into on the 10th day of July, 2002, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and MIAMI-DADE COUNTY (hereinafter referred to as "Grantee" or "Recipient") is hereby amended.

WHEREAS, the Grantee has requested a redistribution of funds from the "Salaries" and "Fringe Benefits" categories of the original budget to the "Other" category; and,

WHEREAS, Salaries would be decreased from \$279,045 to \$96,135 (a decrease of \$182,910) and Fringe Benefits would be decreased from \$244,623 to \$72,696 (an decrease of \$171,927) and the "Other" category will increase from \$212,332 to 567,169 (an increase of \$354,837); and,

WHEREAS, the Grantee has requested that the Project Work Plan be revised to reflect the redistribution of funds; and,

WHEREAS, the duration of the project is not effected by the revision to the Project Work Plan; and,

WHEREAS, the Department has agreed to the Grantee's request to revise the Project Work Plan; and,

WHEREAS, Miami-Dade County is a subgrantee of the National Oceanic and Atmospheric Administration (NOAA) Award; and,

WHEREAS, NOAA has given its approval to the Department to make this change; and,

WHEREAS, other changes are necessary to the Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

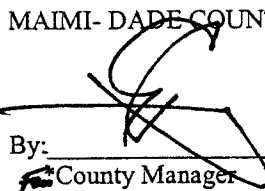
- As of January 7, 2003, all references in this Agreement to the State Comptroller and the Department of Banking and Finance shall hereinafter be referred to as the State Chief Financial Officer and the Department of Financial Services, respectively. All references to the website for the State Comptroller's Voucher Processing Handbook shall hereinafter be referred to as the Department of Financial Services' Reference Guide for State Expenditures at www.dbf.state.fl.us/aadir/reference_guide.
- Paragraph 10, the last sentence is hereby modified to read as follows:

If the Grantee fails to receive a revised copy of **Attachment D**, Exhibit-1, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.
- Attachment A, Work Plan, is hereby deleted in its entirety and replaced with **Attachment A-1**, Revised Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment A are hereby revised to read **Attachment A-1**.

In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

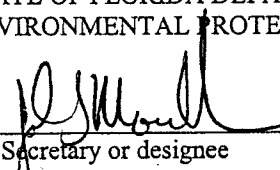
IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

MAIMI- DADE COUNTY

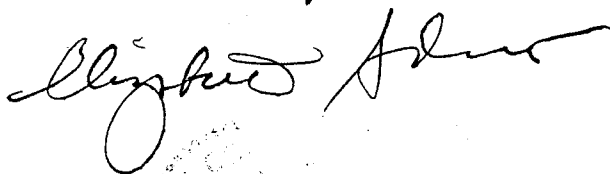
By: 
County Manager

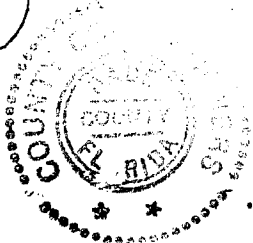
Date: 10/17/03

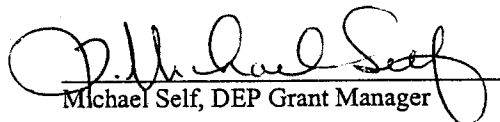
STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

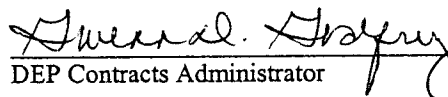
By: 
Secretary or designee

Date: 10/23/03

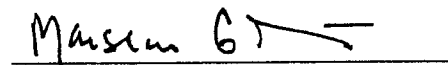





Michael Self, DEP Grant Manager


DEP Contracts Administrator

Approved as to form and legality:


DEP Attorney

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Amendment, a resolution, statement or other document authorizing that person to sign the Amendment on behalf of the Grantee must accompany the Amendment.

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-1	Revised Work Plan (2 Pages)

Contract G0010
July 10, 2002

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 6(D)(1)(C)
6-4-02

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
DADE COUNTY, FLORIDA

RESOLUTION NO. R-576-02

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE STATE OF FLORIDA; PROVIDING MIAMI-DADE COUNTY WITH \$750,000 FOR THE COASTAL IMPACT ASSISTANCE PROGRAM

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board, approves the Agreement between Miami-Dade County and the State of Florida providing Miami-Dade County with \$750,000 for the Coastal Impact Assistance Program, in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County, Florida, and to exercise provisions contained therein.

The foregoing resolution was offered by Commissioner ~~Dr. Barbara Carey-Shuler~~ who moved its adoption. The motion was seconded by Commissioner ~~Gwen Margolis~~ and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro	absent	Jose "Pepe" Cancio, Sr.	aye
Dr. Barbara Carey-Shuler	aye	Betty T. Ferguson	aye
Gwen Margolis	aye	Joe A. Martinez	absent
Jimmy L. Morales	absent	Dennis C. Moss	absent
Dorrian D. Rolle	absent	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	absent
	Sen. Javier D. Souto	aye	

RECEIVED

JUL - 5 2002

Water Management Division
DERM

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MEMORANDUM

Agenda Item No. 6(D)(1)(C)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE:

June 4, 2002

FROM: Steve 
County Manager

SUBJECT: Resolution Approving
Execution of an
Agreement Between
Miami-Dade County
and the State of
Florida

RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing the execution of an agreement between Miami-Dade County and the State of Florida providing the County with a \$750,000 grant to implement the Coastal Impact Assistance Program within the geographical boundaries of Miami-Dade County.

BACKGROUND

On December 4, 2001, the State of Florida was awarded funding by the National Oceanic and Atmospheric Administration, a branch of the United States Department of Commerce, for the purpose of establishing and implementing a Coastal Impact Assistance Program. Pursuant to this federal grant, the State of Florida seeks to provide the County with \$750,000 to develop computer models, which will calculate flows and pollutant loads to the Snapper Creek (C-2) canal, the Cutler Drain (C-100) canal, and Biscayne Bay. In addition, the computer models will be used to analyze the timing and distribution of stormwater discharged through the watersheds to Biscayne Bay. Finally, the model will rank stormwater quality and flooding problem areas in the drainage basins.

Based on the results of the modeling, a stormwater management plan will be developed to identify stormwater improvement projects that will reduce flooding and pollutant loading to critical drainage basins and downstream water bodies in Miami-Dade County.

The stormwater management master plan was already on-going prior to securing this grant, therefore this grant will reduce the amount of County funds required to complete it. No local matching funds are required by this grant.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

MIAMI-DADE COUNTY

By:

County Manager

STEVE SHIVER

Date:

7/8/02

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:

Secretary or designee

Date:

7/10/02

Michael Self, DEP Grant Manager

DEP Contracts Administrator

Approved as to form and legality:

DEP Attorney

FEID No.: 59-6000573

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the governmental board/commission must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (1 Page)</u>
<u>Attachment</u>	<u>C</u>	<u>Progress Report Form (2 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>E</u>	<u>Additional Terms and Conditions (17 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Lobbying Disclosure Form (2 Pages)</u>
<u>Attachment</u>	<u>G</u>	<u>Property Reporting Form (1 Page)</u>
<u>Attachment</u>	<u>H</u>	<u>Data Validation Requirements (6 Pages)</u>
<u>Attachment</u>	<u>I</u>	<u>Certification Regarding Debarment/Suspension (2 Pages)</u>
<u>Attachment</u>	<u>J</u>	<u>CIAP Grant Agreement Amendment Request Form (2 Pages)</u>

24. The Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:
 - A. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant.
 - B. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
25. The Grantee shall utilize the Grant Agreement Amendment Request Form, attached hereto and made a part hereof as Attachment J, for submitting any requests for this Agreement. The request form must include explicit details of the requested change must be included.
26. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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EA review was delayed. This option must be exercised at least sixty (60) days prior to the current termination date of the Agreement.

- I. Sampling and analysis may not begin until the QAPP has been given approval or "approval pending" status. However, even if approval pending status has been given, failure to obtain full approval within the time frames specified by the DEP will result in suspension or termination of this Agreement.
 - J. Once approved, the Grantee shall follow the protocols specified in the approved QAPP and associated CompQAP(s) including, but not limited to:
 - 1. Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
 - 2. Using only the protocols approved in the QAPP; and
 - 3. Using only the equipment approved in the QAPP.
 - K. If any changes as outlined in Rule 62-160.220(6)(d) occur, the Grantee shall submit appropriate amendments to the DEP Grant Manager who will route these amendments to the EA Section for review. Such amendments are subject to Rule 62-160.220(6)(d) requirements and the same conditions as the original submittal (see C, G, and H above). Failure to submit the required amendments or to meet any of the above-stated conditions may result in the decision by the DEP Grant Manager to suspend or terminate the Agreement.
 - L. All sampling and analyses performed under this Agreement must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.).
22. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850/487-0915. The Grantee is responsible for the monitoring of this requirement.
23. A. In accordance with Executive Order 12549, Debarment and Suspension (15 CFR 26), the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by NOAA to the Department.
- B. Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return a copy of the form entitled "Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions", attached hereto and made a part hereof as Attachment I.
- C. As required by paragraphs A and B above, the Grantee shall include the language of this section, and Attachment I in all subcontracts or lower tier agreements executed to support the Grantee's work under this Agreement.

20. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order that causes an increase or decrease in the Grantee's cost or time shall require formal amendment to this Agreement.
21. A. Upon Agreement execution, all parties involved with sampling and or analysis activities, including the Grantee and any designated subcontractors, shall submit Comprehensive Quality Assurance Plans (CompQAP) and one Quality Assurance Project Plan (QAPP) for the purpose of approval by the DEP's Environmental Assessment (EA) Section. The CompQAP(s) shall be prepared in accordance with the document entitled "DEP Manual for Preparing Quality Assurance Plans, DEP-QA-001/90" (September 1992). The QAPP shall be prepared in accordance with Section 5 of the same document and shall be submitted on DEP Form 62-160.900(1).
- B. The QAPP shall be submitted to the DEP Grant Manager who will route the document to the EA Section for review. CompQAPs and/or amendments to the CompQAPs shall be submitted directly to the EA Section for review. Failure to submit the required QA Plans within one month of Agreement execution shall result in suspension of the Agreement until the documents have been submitted to the DEP EA Section. The QAPP shall not be reviewed until the CompQAP has been given approval or "approval pending" status by the EA Section.
- C. The Grantee and affected subcontractors have three (3) opportunities to submit their QA Plan documents to the Department for approval. If any Plan fails the approval process three (3) times, the DEP may terminate the Agreement in its entirety. The Grantee shall adhere to the data validation requirements for laboratory analysis contained in Attachment H, attached hereto and made a part hereof. Failure to provide acceptable QA Plans as required will result in suspension or termination of this Agreement.
- D. If the Grantee and/or affected subcontractors have approved CompQAPs on file with the DEP EA Section, which contain all the information outlined in DEP-QA-001/90 and which address all sampling and analysis capabilities to perform the Agreement work, then only the QAPP shall be required under the terms of the preceding paragraphs.
- E. If the Grantee and/or affected subcontractors have approved CompQAPs which do not contain the technical detail outlined in DEP-QA-001/90, or do not address the sampling and analysis requirements of this Agreement, amendments to the CompQAP shall be submitted with the QAPP. All documents shall be subject to the terms of paragraphs A and B above.
- F. The CompQAPs of all affected parties shall maintain approval status for the duration of this Agreement by submitting the requisite documentation or amendments for annual renewal. Failure to provide or maintain an acceptable QA Plan will result in suspension or termination of this Agreement.
- G. The DEP Agreement number shall appear on the title page of the submitted QAPP. A cover letter that specifically states the DEP Agreement number shall accompany any CompQAP(s) or applicable CompQAP amendments. Within forty-five (45) days of receipt of properly identified documents by the DEP EA Section, the EA Section shall review and either approve the CompQAP(s) and QAPP, or provide comments to the Grantee and affected subcontractors as to why the Plan(s) are not approved. If further revisions are needed, the Grantee shall then have fifteen (15) days from the receipt of such comments to respond. The EA Section shall respond to all revisions within 30 days of receipt in the EA Section.
- H. If QA Plan review is delayed, through no fault of the Grantee, beyond sixty (60) days after the Plan is received by the EA Section, the Grantee shall have the option, after the Plan is approved, of requesting and receiving an extension in the term of the Agreement for a time period not to exceed the period that

14. The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below.

Michael Self
Southeast District Office
P.O. Box 15425
West Palm Beach, Florida 33416-5425
Phone: (561) 681-6665, suncom 226-6665
Fax: (561) 681-6755, suncom 226-6755
Email: michael.self@dep.state.fl.us

15. The Grantee's Grant Manager (which may also be referred to as the Grantee's Project Manager) for this Agreement is identified below.

Carlos Espinosa, Assistant Director
Miami-Dade County
33 SW 2nd Avenue, Suite 300
Miami, Florida 33130
Phone: (305) 372-6796
Fax: (305) 372-6759
Email: espinc@co.miami-dade.fl.us

16. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
17. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.
18. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.
19. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the equipment purchased under this Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as Attachment G, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:
- A. The Grantee shall have use of the equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
 - B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.
 - C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.

8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
10.
 - A. In addition to the provisions contained in paragraph 9 above, the Grantee shall comply with the applicable provisions contained in Attachment D. A revised copy of Attachment D, Exhibit-1, must be provided to the Grantee with each amendment that authorizes a funding increase or decrease. The revised Exhibit-1 shall summarize the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment D. If the Grantee fails to receive a revised copy of Attachment D, Exhibit-1, the Grantee shall notify the Department's Grants Development and Review Manager at 850/922-5942 to request a copy of the updated information.
 - B. The Grantee shall also adhere to the United States Department of Commerce (DoC) Financial Assistance Standard Terms and Conditions (<http://www.doc.gov/oebam/STerms.htm>), excerpts attached hereto and made a part hereof as Attachment E.
11.
 - A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
 - B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.
12.
 - A. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Grantee shall submit Attachment F, Standard Form-LLL, "Disclosure Form to Report Lobbying" (attached hereto and made a part hereof), and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly. [15 CFR 28]
 - B. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
13. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

date of the transaction, voucher number, amount paid, and vendor name. All requests for reimbursement of travel expenses shall be based on the travel limits established in Section 112.061, Florida Statutes. Periodically, the Department may request proof of a transaction (invoice, payroll register, etc.) which must be provided within thirty (30) calendar days of such a request. The Department also reserves the right to audit the Grantee's disbursements as it deems necessary. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

- B. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

Organization Type	Applicable Cost Principles
State, local or Indian tribal government.	OMB Circular A-87
Private non-profit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122
Education Institutions	OMB Circular A-21
For-profit organization other than a hospital and an organization named in OMB A-122 as not subject to that circular.	48 CRF Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency.

- C. The Grantee may request "pre-award" costs, i.e., costs incurred by the state and/or counties prior to plan submittal and approval. Pre-award costs would allow states and coastal political subdivisions to use Coastal Impact Assessment Program (CIAP) funds to pay for eligible costs incurred before the CIAP plans were approved and funds disbursed. Only pre-award costs incurred after March 1, 2001, when the National Oceanic and Atmospheric Administration (NOAA) released the preliminary draft CIAP guidance may be recovered by CIAP funds. All requests for the payment of pre-award costs must be received, utilizing the Grant Agreement Amendment Request Form provided as Attachment J, within sixty (60) days of Agreement execution. The Department shall request approval from NOAA for the payment of all eligible pre-award costs.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
5. The Grantee shall submit quarterly invoices in conjunction with quarterly progress reports. The Grantee shall utilize the Progress Reporting Form, attached hereto and made a part hereof as Attachment C, for submitting its' quarterly progress report. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) working days to review deliverables submitted by the Grantee.
6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
7. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

RECEIVED

APR 12 2002

DEPT OF ENV PROTECTION
WEST PALM BEACH

DEP AGREEMENT NO. G0010

STATE OF FLORIDA
COASTAL IMPACT ASSISTANCE PROGRAM GRANT AGREEMENT
PURSUANT TO THE
FEDERAL NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION GRANT AWARD
AND
LINE ITEM 1749A OF THE 2001-2002 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399 (hereinafter referred to as the "Department" or "DEP") and MIAMI-DADE COUNTY, whose address is 33 SW 2nd Avenue, Suite 300, Miami, Florida 33130 (hereinafter referred to as "Grantee" or "Recipient"), a political subdivision (local government) of the State of Florida, to provide federal funding for the Miami-Dade County Watershed Planning Project.

WHEREAS, the Department was instrumental in the development of the Coastal Impact Assistance Plan for the State of Florida; and,

WHEREAS, the Governor of the State of Florida certified the uses of funds by each of the coastal political subdivisions as being consistent with the authorized uses of funds specified in the United States Department of Commerce: Final Guidance for Coastal Impact Assistance Program; and,

WHEREAS, the Florida Department of Environmental Protection was awarded funding by the National Oceanic and Atmospheric Administration on December 4, 2001 by NOAA Grant Agreement No. NA17OZ2147; and,

WHEREAS, the Grantee is responsible for complying with the United States Department of Commerce: Final Guidance for Coastal Impact Assistance Program, dated October 3, 2001 (the document is available at: <http://www.ocrm.nos.noaa.gov/pdf/ciapguidance1001fml.pdf>), and

WHEREAS, the Grantee applied for funding for project SFWMD003 to be performed within its jurisdictional area of responsibility.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A (Grant Work Plan), and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.
2. This Agreement shall begin upon execution by both parties and end no later than November 30, 2004, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the effective date of the Department's grant award from NOAA which has been identified as December 1, 2001. This Agreement may be amended to provide for additional services if additional funding is made available by NOAA and/or the Legislature.
3. A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$750,000 toward the total project cost described in Attachment A. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed Payment Request Summary Form (provided as Attachment B). In addition to the summary form, the Grantee must provide from its accounting system, a listing of expenditures charged against this

**ATTACHMENT A – WORK PLAN
COASTAL IMPACT ASSISTANCE PROGRAM GRANT**

Project SFWMD003: Miami-Dade County Watershed Planning Project

Note: This project was approved under the South Florida Water Management District's submission to NOAA, but the District requested that DEP administer the Agreement with the local government.

Technical data for the basins has been collected in Phase 1, including ground surface and ground water elevations, existing stormwater management infrastructure, soil characteristics, water quality data, the ability of canals to convey stormwater and ground water table elevations. This data will be used to develop computer models, in phase II, which will calculate flows and pollutant loads to the Snapper Creek (C-2) and Cutler Drain (C-100) Canals and to Biscayne Bay. The models will also be used to analyze the timing and distribution of stormwater discharged through the watersheds and to Biscayne Bay. The model will be used to rank stormwater quality and flooding problem areas in the basins. A stormwater management plan will then be developed which identifies stormwater improvement projects which will reduce flooding or pollutant loading to downstream water bodies for critical sub-basins within the C-2 and C-100 surface water drainage.

Deliverables:

A stormwater management plan will be developed for the unincorporated portions of the C-2 and C-100 surface water drainage basins. The stormwater management plan will identify stormwater projects that will improve the quality, timing, and distribution of stormwater discharged to the basin Canals and to Biscayne Bay. Stormwater infrastructure improvements will be identified for both existing land use conditions and year 2015 land use conditions as identified in the County's Comprehensive Development Master Plan (CDMP).

Funds would be used for the following:

Salaries: \$279,045

Fringe Benefits: \$244,623

Equipment: \$4,000 (Operation and Maintenance for 1 vehicle)

Supplies: \$10,000 (Chemicals and Peripherals for sampling & quality control)

Other: \$212,332 (Survey Crews for topographical data collection)

Total project cost is currently estimated at \$750,000.

DEP Agreement No. G0010
ATTACHMENT A - BUDGET SUMMARY

Budget Category	DEP Administered Project SFWMD003	Total All Projects
Salaries	\$279,045	\$279,045
Fringe Benefits	\$244,623	\$244,623
Travel		\$0
Equipment	\$4,000	\$4,000
Supplies	\$10,000	\$10,000
Contractual Services		\$0
Construction		\$0
Land Acquisition		\$0
Other	\$212,332	\$212,332
Indirect Cost		\$0
Total	\$750,000	\$750,000

The Grantee is not authorized to move funding between budget categories or projects if the amount of the transfer exceeds 10% of the total cost of the project. A formal amendment to this Agreement must be executed prior to the shifting of any funding, that exceeds 10% of total project cost, between budget categories or projects. Budget transfers to infrastructure categories are not allowed. For definitions of infrastructure and non-infrastructure access the following website:

<http://www.ocrm.nos.noaa.gov/pdf/ciapguidance1001fnl.pdf>

ATTACHMENT B

COASTAL IMPACT ASSISTANCE PROGRAM

PAYMENT REQUEST SUMMARY FORM

GRANTEE: _____

GRANTEE'S GRANT MANAGER: _____

DEP AGREEMENT NO.: _____

PAYMENT REQUEST NO.: _____

DEP PROJECT NO.: _____

PERFORMANCE PERIOD: (Circle)

DATE OF REQUEST: _____

Quarter ended: 3/31 6/30 9/30 12/31

Year: _____

AMOUNT
REQUESTED: \$ _____

PERCENT MATCHING
REQUIRED: _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	PROJECT BUDGET PER GRANT AGREEMENT	AMOUNT THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	TOTAL REMAINING IN PROJECT
Salaries	\$	\$	\$	\$
Fringe Benefits	\$	\$	\$	\$
Travel	\$	\$	\$	\$
Equipment	\$	\$	\$	\$
Supplies	\$	\$	\$	\$
Contractual Services	\$	\$	\$	\$
Construction	\$	\$	\$	\$
Land Acquisition	\$	\$	\$	\$
Other	\$	\$	\$	\$
Indirect Costs	\$	\$	\$	\$
TOTALS	\$	\$	\$	\$

Use this space to indicate any infrastructure costs associated with this payment request.

Note 1: The terms Infrastructure and non-infrastructure shall meet the definition provided in the U.S. Dept. of Commerce Final Guidance for Coastal Impact Assistance Program. The website is: <http://www.ocrm.nos.noaa.gov/pdf/ciapguidance1001fnl.pdf>

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above were for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

ATTACHMENT C

PROGRESS REPORT FORM

DEP Agreement No.:	G0010		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Quarterly Reporting Period:			
Project Number and Title:			
<p>Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the project.)</p>			
<p>Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.</p>			
<p>Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs. Explain how you plan to pay for cost overruns since there won't be any grant increases.</p>			

If appropriate, summarize any approved amendments and/or extensions to the CIAP plans.

Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.)

Provide a project budget update, comparing the project budget to actual costs to date.

Budget Category	Total Project Budget	Expenditures Prior to this Reporting Period	Expenditures this Reporting Period	Project Funding Balance

This report is submitted in accordance with the reporting requirements of DEP Agreement No. G0010 and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT D

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachments.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://aspe.os.dhhs.gov/cfda>.

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes.

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$300,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$300,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CFSA), a recipient should access the Florida Single Audit Act website located at <http://sun6.dms.state.fl.us/fsaa/catalog.htm> or the Governor's Office of Policy and Budget website located at <http://www.eog.state.fl.us/> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Governor's Website <http://www.flgov.com/>, Department of Banking and Finance's Website <http://www.dbf.state.fl.us/>, and the Auditor General's Website <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(7)(m), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Agreement shall be submitted, when required by Section 320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at each of the following addresses:

Michael Self
Florida Department of Environmental Protection
Southeast District Office
P.O. Box 15425
West Palm Beach, Florida 33416-5425

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at each of the following addresses:

Michael Self
Florida Department of Environmental Protection
Southeast District Office
P.O. Box 15425
West Palm Beach, Florida 33416-5425

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at each of the following addresses:

Michael Self
Florida Department of Environmental Protection
Southeast District Office
P.O. Box 15425
West Palm Beach, Florida 33416-5425

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Agreement shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at each of the following addresses:

Michael Self
Florida Department of Environmental Protection
Southeast District Office
P.O. Box 15425
West Palm Beach, Florida 33416-5425

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Comptroller, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Comptroller, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	National Oceanic and Atmospheric Administration	11.419	Coastal Impact Assistance Program Grant – SFY 2001-2002, Line Item 1749A	\$750,000.00	141186-02

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$750,000.00
-------------	--------------

For each program identified above, the recipient shall comply with the program requirements described in the Federal Catalog of Domestic Assistance (CFDA) [<http://aspe.os.dhhs.gov/cfda>] and/or the Florida Catalog of State Financial Assistance (CFSA) [<http://sun6.dms.state.fl.us/fsaa/catalog.htm>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

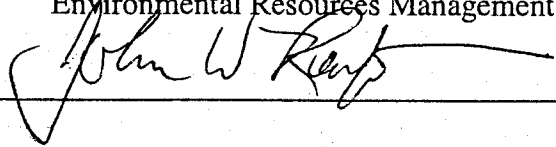
MEMORANDUM

TO: George M. Burgess
County Manager

DATE: October 15, 2003

FROM: John W. Renfrow, P.E., Director
Environmental Resources Management

SUBJECT: Request to Execute
Amendment No. 1 to
Agreement No. G0010



This memorandum is requesting the execution of Amendment No. 1 to Contract No. G0010 between Miami-Dade County and the Florida Department of Environmental Protection, (FDEP). Amendment No. 1 will allow for the redistribution of funds originally granted to Miami-Dade County, under Resolution No. R-576-02, for the Coastal Impact Assistance Program Grant. This modification will allow for the inclusion of the reimbursements of the consultant's fees for this project in the amount not to exceed \$567,169 as well as adjustments to the Salaries and Fringe Benefits amounts.

The Contract was initially executed with an amount of \$212,332 under Item "Other". This amendment will increase the amount to \$567,169 by reducing items "Salaries" from \$279,045 to \$96,135 and "Fringe Benefits" from \$244,623 to \$72,696. The new dollar figures and their respective categories are shown on Page 2 of 2 in the attached amendment document. The overall Agreement's total amount of \$750,000 will remain unchanged. Originally, the engineering work was to be done by the Department "In-house". Due to time constraints imposed in December 2000 when the Board mandated that all related Stormwater Master Plan projects be completed in an expeditious manner (R-1320-00), the work was contracted to consultant engineers in order to expedite the completion of the Stormwater Master Plan for the C-2 and C-100 Basins.

On October 9, 2003 we received an e-mail from the FDEP Grant Manager, a copy of which is attached, requesting that DERM have the amendment package executed and returned to FDEP within ten (10) days. Once this Agreement is fully executed by the County and FDEP, then it will be scheduled to go before the Board of County Commissioners as a ratification item.

Moubayed, Bassam (DERM)

From: Adrover, Maria (DERM) on behalf of Cotarelo, Antonio (DERM)
Sent: October 09, 2003 11:25 AM
To: Moubayed, Bassam (DERM)
Subject: FW: G0010

-----Original Message-----

From: Self, Michael [mailto:Michael.Self@dep.state.fl.us]
Sent: Thursday, October 09, 2003 11:23 AM
To: Cotarelo, Antonio (DERM)
Subject: G0010

I will need the G0010 amendment #1 package executed by the County/DERM within ten days from today, Oct. 9th, 2003. Please return both signed (and dated) copies to me at 400 N. Congress Ave., Suite 200, West Palm Beach, FL 33401.

I will have them executed and finalize the budgeting arrangements as outlined in the amendment.

Thanks.

T. Michael Self, CPEA, CHMM
Certified Professional Environmental Auditor (Health & Safety)
Certified Hazardous Materials Manager

Safety Manager
FDEP, Southeast District
400 North Congress Avenue
Suite 200
West Palm Beach, Florida 33401

561.681.6665 (Office)
561.681.6755 (Fax)